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HAWKER BEECHCRAFT CORPORATION

F/K/A RAYTHEON AIRCRAFT COMPANY

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

JAMES GUTHRIE, TONY DAVIDSON,
RONALD ZERANGUE, SAMUEL RESTER,
JOHN GRAY, ELMER PAROLINI, WAYNE
DFAULT, and JESSE BEVERLY, JR.,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY, TODD
SHIPYARDS CORPORATION, LOCKHEED
MARTIN CORPORATION, RAYTHEON
AIRCRAFT COMPANY, MCDONNELL
DOUGLAS CORPORATION, and DOES 1-
300,

Defendants.

CASE NO. C07-2542 SI

**DEFENDANT HAWKER BEECHCRAFT
CORPORATION F/K/A RAYTHEON
AIRCRAFT COMPANY'S
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF ITS
MOTION TO SEVER PURSUANT TO
FED.R.CIV.P. 21**

Date: July 27, 2007

Time: 9:00 a.m.

Courtroom: 10 – Honorable Susan Illston

Complaint filed: May 14, 2007

I. INTRODUCTION

Defendant Hawker Beechcraft Corporation f/k/a Raytheon Aircraft Company ("Raytheon") moves this Court for an order severing Plaintiff Jesse Beverly, Jr.'s ("Mr. Beverly") claims pursuant to Fed.R.Civ.P. 21, because Mr. Beverly's claims and the claims of the other seven plaintiffs have been improperly joined in this action under Fed.R.Civ.P. 20(a). Mr. Beverly's claims against Raytheon arise from no common "transaction or occurrence" that binds him to the other plaintiffs in this action, nor are there any significant "common questions of law or fact" that

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**DEFENDANT HAWKER BEECHCRAFT CORPORATION F/K/A RAYTHEON AIRCRAFT COMPANY'S
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ITS MOTION TO SEVER
PURSUANT TO FED.R.CIV.P. 21**

Case No. C07-2542 SI

1 justify the agglutination of what are indisputably unrelated personal injury claims. Indeed, Mr.
 2 Beverly is the only one of these plaintiffs to have sued Raytheon for the simple reason that these
 3 plaintiffs' alleged asbestos exposure occurred at different locations, in different states, at different
 4 times, for different durations, from different products and under different circumstances.

5 **II. APPLICABLE LAW**

6 Fed.R.Civ.P. 20(a) provides for the permissive joinder of plaintiffs "if they assert any right
 7 to relief jointly, severally, or, in the alternative, in respect of, or arising out of, the same
 8 transaction, occurrence, or series of transactions or occurrences, and if any question of law or fact
 9 common to all these persons will arise in the action." Plaintiffs must meet both requirements in
 10 order to be properly joined in one action under Fed.R.Civ.P. 20(a). (*Coughlin v. Rogers*, 130 F.3d
 11 1348, 1350 (9th Cir. 1997).) However, only if plaintiffs establish an identity of "transactions" or
 12 "occurrences" or "series of transactions or occurrences" common to all of them is it necessary to
 13 address establishment of the second criteria – the presence of common questions of law or fact. (*In*
 14 *the Matter of Asbestos II Consolidated Pretrial*, 1989 WL 56181 (N.D. Ill. 1998).)¹

15 Misjoinder of parties occurs when a party fails to satisfy the conditions for permissive
 16 joinder under Rule 20(a). "Joinder of several plaintiffs who have no connection to each other in no
 17 way promotes trial convenience or expedites the adjudication of asserted claims." (*In Re Rezulin*
 18 *Products Liability Litigation*, 168 F.Supp.2d 136, 146 (S.D.N.Y. 2001), quoting *Simmons v. Wyeth*
 19 *Laboratories, Inc.*, 1996 WL 617492 (E.D. Pa. 1996.)

20 **A. Requirement One: Same Transaction and Occurrence**

21 When evaluating whether or not plaintiffs' claims stem from the same transaction or
 22 occurrence, courts have looked to the "similarity in the factual background of a claim." (*Coughlin*,
 23 *supra*, 130 F.3d at 1350.) The mere existence of a common allegation (e.g., asbestos exposure) or
 24 the claim of common conditions (e.g., asbestos-related pulmonary disease) does not create a
 25 common transaction or occurrence. (*Id.*, holding that the common allegation that the Immigration
 26

27 ¹ True and correct copies of all case authorities cited in Raytheon's Memorandum of Points and Authorities are
 attached to the Compendium of Authorities, filed and served herein.

1 and Naturalization Service delayed in processing plaintiffs' visa applications was not enough to
 2 create a common transaction or occurrence because each plaintiff suffered a different duration of
 3 delay, the reasons for the delays were distinct, and the consequences of those delays were different.
 4 In accord, *Papagiannis v. Pontikis*, 108 F.R.D. 177, 179 (N.D.Ill. 1985), stating that Rule 20
 5 demands more than the bare allegation that all plaintiffs are victims of the same general conduct
 6 perpetrated by the same defendant or defendants.) As the United States District Court noted in *In*
 7 *the Matter of Asbestos II Consolidated Pretrial*, *supra*, "[d]istinct claims cannot be properly joined
 8 under Rule 20 merely because they have common theoretical underpinnings." In that case –

9 "Plaintiffs' assert that the evidence will show that all plaintiffs and
 10 decedents were pipefitters in the same union, they worked at
 11 common sites and were exposed to defendants' asbestos products.
 12 These facts do not establish a similar transaction or occurrence, but
 rather tend to establish common facts. Allegations of similar facts
 do not satisfy the transaction or occurrence test [of Fed.R.Civ.P.
 20(a)]."

13 **B. Requirement Two: Common Questions of Law or Fact**

14 The permissive joinder doctrine is propelled by several policies, "including the promotion
 15 of efficiency, convenience, consistency, and fundamental fairness." (*Insolia v. Philip Morris*
 16 *Incorporated*, 186 F.R.D. 547, 549 (W.D.Wis. 1999), citations omitted.)

17 To meet Rule 20's second criterion (that their claims involve common questions of law or
 18 fact) plaintiffs must do more than just allege that their claims arise under the same general law.
 19 (*Coughlin, supra*, 130 F.3d at 1351, stating that the fact that all plaintiffs were asserting causes of
 20 action involving the United States Constitution and the federal Administrative Procedure Act was
 21 insufficient to satisfy Rule 20's requirement for common question of law or fact. In accord, *Kenvin*
 22 *v. Newburger, Loeb & Co.*, 37 F.R.D. 473, 475 (S.D.N.Y. 1965) holding that although wrongdoing
 23 of each defendant allegedly involved violations of the same statutes, the defendant stockholders
 24 were misjoined because the loans and securities involved and the dates on which the transactions
 25 were entered differed from plaintiff to plaintiff.)

26 So, too, plaintiffs must do more than assert that there are *some* common questions of fact or
 27 *some* common questions of law: they must demonstrate that there is such a commonality of factual

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1 issues and legal issues as to establish that the policies of efficiency, convenience, consistency and
 2 fundamental fairness to a defendant validates the joinder of individual plaintiff's claims. (*Simmons*
 3 *v. Wyeth Laboratories, Inc., supra.*)

4 **III. ARGUMENT**

5 With the law of Fed.R.Civ.P. 20(a) in mind, it is clear that Mr. Beverly has been misjoined
 6 with the seven other plaintiffs. According to the Plaintiffs' Complaint and their **Exhibit A** which
 7 is attached and incorporated by reference in their Complaint at ¶2,² Mr. Beverly is –

- 8 • the *only* plaintiff suing Raytheon;
- 9 • the only plaintiff claiming asbestos exposure as an aircraft mechanic from 1955-
 10 1974 and from 1981 to the present while employed with the United States Navy;
- 11 • the only plaintiff to claim exposure on the USS POINT CRUZ, USS HORNET,
 12 USS RANDOLPH, USS PINE ISLAND, and USS HANCOCK;
- 13 • the only plaintiff to be claiming asbestos exposure while working at the U.S. Naval
 14 Air Stations in San Diego, in Miramar, in El Centro, and in Virginia Beach;
- 15 • the only plaintiff who alleges asbestos exposure from working on aircraft allegedly
 16 manufactured by Grumman, North American, Vought, McDonnell-Douglas, Beech,
 17 Sikorsky, and Martin;
- 18 • the only plaintiff who alleges asbestos exposure from working on Wright, Allison,
 19 and Westinghouse aircraft engines;
- 20 • the only plaintiff who alleges asbestos exposure from Goodyear brake pads, BF
 21 Goodrich brakes and gaskets, Cutler-Hammer wiring, Owens-Illinois insulation,
 22 Atlas Turner insulation and Unibestos insulation;
- 23 • the only plaintiff claiming asbestos exposure while working at National Steel &
 24 Shipbuilding Company, San Diego, CA. (See plaintiffs' **Exhibit A**, pp. 33-37)

25
 26 ² Pursuant to Fed.R.Evid. 201, Raytheon respectfully requests the Court to take judicial notice of Plaintiffs' Complaint
 27 and Plaintiffs' **Exhibit A**. True and correct copies of these documents are attached to Raytheon's Memorandum of
 Points and Authorities as **Exhibit 1**.

None of the other seven plaintiffs in this action have any significant factors in common with Mr. Beverly's work history, his background, and his alleged exposures. Plaintiffs Guthrie, Davidson, Zerangue, Rester, Gray, Parolini, and Dufault worked as laborer and mechanic, boiler tender and assembler, maintenance and automobile mechanic, welder and ironworker, machinist and operator, joiner and trucker, and marine machinist.³ Not a single one of these seven other plaintiffs ever worked at the same facilities, in the same locations, for the same employers, in the same time periods, using the same materials, as Mr. Beverly allegedly did.⁴ And, as far as one can tell from plaintiffs' **Exhibit A**, none of these plaintiffs were exposed to the same asbestos products, under the same uses and conditions, made by the same defendants.

In short, even a cursory examination of plaintiffs' **Exhibit A** reveals that this case involves eight individual plaintiffs, each with his own distinct history of exposure, with a multiplicity of different employers, at different locations, using different products under different conditions at different times.⁵ Indeed, the **only** common thread linking Mr. Beverly to these other plaintiffs is the allegation that each is suffering from an asbestos-related lung disease through the exact same "mechanism" and through "similar *series of occurrences*." (Complaint, ¶¶ 2 & 3.)⁶

The factual allegations contained in plaintiffs' **Exhibit A** coupled with the allegations in the Complaint demonstrate that Mr. Beverly's claims do not involve the same transaction or

³ Only plaintiff Wayne Dufault has worked as an aircraft mechanic, allegedly from 1969 to possibly 1975, when he was employed with the United States Air Force (unlike Beverly who worked for the U.S. Navy) and while stationed at air bases in Texas, Illinois, Massachusetts, Thailand and Fairfield, California, at none of which Mr. Beverly ever served. (Plaintiffs' **Exhibit A**, pp. 30-31.)

⁴ Thus, according to plaintiffs' **Exhibit A**, Guthrie's exposure was essentially in Kansas City, Kentucky and Tennessee, Davidson's was in Los Angeles, Rester's was in California and Arkansas, Gray's was in California and Hawaii, Parolini's was in Washington and Nevada, Zerangue's was in Northern California, and Dufault's was all over the United States. (Plaintiffs' **Exhibit A**.)

⁵ Because the facts plaintiffs have elected to reveal in **Exhibit A** demonstrate that there is no common occurrence or transaction justifying joinder of their individual claims, one can fairly assume that other significant facts which they have **not** revealed (e.g. medical history, smoking history, other sources of pulmonary irritation) would further demonstrate the lack of any reasonable connection among these individuals and their legal claims.

⁶ One suspects that this allegation of "same series of occurrences" means no more than each plaintiff claims to have *inhaled* asbestos fibers.

1 occurrence, but are distinct and totally unrelated to the exposure history and events cited by every
 2 other plaintiff. It follows from the lack of any commonality among plaintiffs and among
 3 defendants that there are no common legal or factual questions sufficient to joining these plaintiffs
 4 together. As the District Court observed in *In Re Matter of ASBESTOS II CONSOLIDATED*
 5 *PRETRIAL, supra*:

6 “No allegation is made that the individual plaintiffs and decedents
 7 suffered exposure to products of any defendant at the same time or
 8 at the same place. Further, although plaintiffs and decedents all
 9 appear to suffer from the same asbestos-related disease, pleural
 asbestosis, all plaintiffs’ exposure differs as to duration and
 magnitude. *Distinct claims cannot be properly joined under Rule*
20 merely because they have common theoretical underpinnings.”

10 There is, in short, nothing binding Mr. Beverly and his claims against Raytheon to a single
 11 one of these other seven plaintiffs. Indeed, paraphrasing the District Court in *Insolia v. Philip*
 12 *Morris Incorporated, supra*, 186 F.D.R. at 549, there is nothing distinguishing any of these
 13 plaintiffs’ claims from the hundreds of other asbestos products liability lawsuits pending across the
 14 nation “and, by extension, no useful purpose served by joining these plaintiffs in the same action.”

16 IV. CONCLUSION

17 Pursuant to Federal Rules of Civil Procedure Rule 21 and for the reasons set forth above,
 18 defendant Hawker Beechcraft Corporation (f/k/a Raytheon Aircraft Company) requests that this
 19 Court sever or, alternatively, dismiss the claims of plaintiff Jesse Beverly from this action.

22 DATED: June 19, 2007.

FILICE BROWN EASSA & MCLEOD LLP

/s/ Ted Mechtenberg

By: _____

TED MECHTENBERG

Attorneys for Defendant

Hawker Beechcraft Corporation f/k/a
 Raytheon Aircraft Company

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28 **DEFENDANT HAWKER BEECHCRAFT CORPORATION F/K/A RAYTHEON AIRCRAFT COMPANY’S
 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ITS MOTION TO SEVER
 PURSUANT TO FED.R.CIV.P. 21
 Case No. C07-2542 SI**

PROOF OF SERVICE

Jesse Beverly, Jr. v. General Electric Company, et al.
United States District Court Northern District of California San Francisco
C07-2542JL

I am a citizen of the United States, over 18 years of age and not party to the within action. I am employed in the county of Alameda; my business address is 1999 Harrison Street, 18th Floor, Oakland, CA 94612.

On the date listed below, I served the within documents:

**DEFENDANT HAWKER BEECHCRAFT CORPORATION F/K/A RAYTHEON
AIRCRAFT COMPANY'S MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT OF ITS MOTION TO SEVER PURSUANT TO FED.R.CIV.P.21**

on all parties in this action, as addressed below, by causing a true copy thereof to be distributed as follows:

**ALL COUNSEL
VIA ELECTRONIC COURT FILING (ECF) AND PACER
(SEE PLAINTIFF'S SERVICE LIST ATTACHED)**



**VIA ELECTRONIC
SERVICE**

I caused a true and correct copy of such document(s) to be electronically served on counsel of record by transmission The U.S. District Court Northern District of California, San Francisco Division via Electronic Court Filing (ECF).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 19, 2007, at Oakland, California.

/s/ Lori D. Tyler

Lori D. Tyler

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**DEFENDANT HAWKER BEECHCRAFT CORPORATION F/K/A RAYTHEON AIRCRAFT COMPANY'S
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ITS MOTION TO SEVER
PURSUANT TO FED.R.CIV.P. 21
Case No. C07-2542 SI**

EXHIBIT – 1

Complaint For Asbestos Personal Injury/Products Liability & Plaintiffs Exhibit - A

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**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

JAMES GUTHRIE, TONY DAVIDSON,
RONALD ZERANGUE, SAMUEL
RESTER, JOHN GRAY, ELMER
PAROLINI, WAYNE DFAULT, JESSE
BEVERLY, JR.,

Plaintiffs,

vs.

GENERAL ELECTRIC COMPANY,
TODD SHIPYARDS CORPORATION,
LOCKHEED MARTIN CORPORATION,
RAYTHEON AIRCRAFT COMPANY,
MCDONNELL DOUGLAS
CORPORATION, and DOES 1-300,

Defendants.

No. C07-2542-JL

COMPLAINT FOR ASBESTOS
PERSONAL INJURY/ PRODUCTS
LIABILITY;

DEMAND FOR JURY TRIAL

I.

PARTIES

1. Plaintiffs in this action are individuals who have sustained asbestos-related lung injuries as a result of their inhalation of asbestos fibers through their occupational exposure to asbestos.

2. Each of these individuals sustained an asbestos-related lung disease by precisely the same mechanism: the inhalation of asbestos fibers released during the handling of asbestos-

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1 containing products at their jobsites. The pathogenesis of each plaintiffs' asbestos-related
2 diseases is explained on **Exhibit A**, attached to plaintiff's complaint and incorporated by
3 reference herein.

4 3. All of plaintiffs' claims arise out of a similar series of occurrences: repeated
5 exposure to asbestos-containing products manufactured, distributed, and/or sold by defendants
6 and supplied to, installed and/or maintained by defendants at plaintiffs' worksites, over a period
7 of years, caused from release of toxic asbestos fibers and subsequent inhalation by the plaintiffs,
8 resulting in cumulative, progressive, incurable lung diseases.

9 4. Each plaintiff claims damages for an asbestos-related disease arising from an
10 identical series of occurrences not dependent on each individual plaintiff's worksite but on the
11 fact that asbestos-containing products, when handled in the manner in which they were intended,
12 released harmful asbestos fibers which when inhaled by plaintiffs, caused serious lung disease.
13 The allegations of plaintiffs regarding the nature of their asbestos-related diseases, the nature of
14 asbestos; the propensity of asbestos to cause disease, the criteria for diagnosis of disease, are all
15 identical. As used herein, plaintiffs shall mean the above-captioned asbestos-injured plaintiffs.

16 5. The true names and capacities, whether individual, corporate, associate,
17 governmental or otherwise, of defendants DOES 1 through 300, are unknown to plaintiffs at this
18 time, who therefore sues said defendants by such fictitious names. When the true names and
19 capacities of said defendants have been ascertained, plaintiffs will amend this complaint
20 accordingly. Plaintiffs are informed and believe, and thereon allege, that each defendant
21 designated herein as a DOE is responsible, negligently or in some other actionable manner, for
22 the events and happenings hereinafter referred to, and caused injuries and damages thereby to the
23 plaintiffs, as hereinafter alleged.

24 6. Plaintiffs are informed and believe, and thereon allege that at all times herein
25 mentioned, defendants and DOES 1 through 300, inclusive, were and are corporations,
26 partnerships, unincorporated associations, sole proprietorships and/or other business entities
27 organized and existing under and by virtue of the laws of the State of California, or the laws of
28 some other state or foreign jurisdiction, and that said defendants, and each of them, were and are

1 authorized to do and are doing business in the State of California, and that said defendants have
2 regularly conducted business in the County of San Francisco, State of California.

3 II.

4 JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT

5 7. Jurisdiction: Plaintiffs TONY DAVIDSON, RONALD ZERANGUE, JOHN
6 GRAY, WAYNE DUFAULT, and JESSE BEVERLY, JR. are citizens of California. Plaintiff
7 JAMES GUTHRIE is a citizen of Kentucky. SAMUEL RESTER is a citizen of Arkansas.
8 ELMER PAROLINI is a citizen of Nevada. Defendant GENERAL ELECTRIC COMPANY is
9 a corporation incorporated under the laws of the State of New York and having its principal
10 places of business in the State of Connecticut. Defendant TODD SHIPYARDS
11 CORPORATION, is a corporation incorporated under the laws of the State of Delaware, and
12 having its principal places of business in the State of Washington. Defendant LOCKHEED
13 MARTIN CORPORATION is a corporation incorporated under the laws of, and having its
14 principal places of business in the State of Maryland. Defendant RAYTHEON AIRCRAFT
15 COMPANY is a corporation incorporated under the laws of, and having its principal places of
16 business in the State of Kansas. Defendant MCDONNELL DOUGLAS CORPORATION is a
17 corporation incorporated under the laws of, and having its principal places of business in the
18 State of Maryland.

19 This Court has original jurisdiction under 25 USC § 1332, in that it is a civil action
20 between citizens of different states in which the matter in controversy exceeds, exclusive of costs
21 and interest, seventy-five thousand dollars.

22 8. Venue / Intradistrict Assignment. Venue is proper in the Northern District of
23 California and assignment to the San Francisco Division of said district is proper as a substantial
24 part of the events or omissions which give rise to the claims asserted by plaintiffs herein
25 occurred within the County of San Francisco, California, and all of the defendants are subject to
26 personal jurisdiction in this district at the time the action is commenced.

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III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Negligence)

PLAINTIFF JAMES GUTHRIE COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF TONY DAVIDSON COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF RONALD ZERANGUE COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF SAMUEL RESTER COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF , JOHN GRAY COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF ELMER PAROLINI COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF WAYNE DFAULT COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, LOCKHEED MARTIN CORPORATION, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF JESSE BEVERLY, JR. COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, TODD SHIPYARDS CORPORATION, RAYTHEON AIRCRAFT COMPANY, MCDONNELL DOUGLAS CORPORATION, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; AND ALL PLAINTIFFS FOR A CAUSE OF ACTION FOR NEGLIGENCE ALLEGE:

9. At all times herein mentioned, each of the named defendants and DOES 1 through 300 was the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, holding company, affiliate, venturer, co-venturer, subsidiary, wholly or partially owned by, or the whole or partial owner of or member in an entity researching, studying, manufacturing,

1 fabricating, designing, modifying, labeling, assembling, distributing, leasing, buying, offering
 2 for sale, supplying, selling, inspecting, testing, authorizing, approving, certifying, facilitating,
 3 promoting, representing, endorsing servicing, installing, contracting for installation, repairing,
 4 marketing, warranting, rebranding, manufacturing for others, packaging, specifying, requiring,
 5 mandating, or otherwise directing and/or facilitating the use of, or advertising a certain product,
 6 namely asbestos, and/or other products containing asbestos. Said entities shall hereinafter
 7 collectively be called ALTERNATE ENTITIES. Each of the herein named defendants is liable
 8 for the tortious conduct of each successor, successor in business, successor in product line or a
 9 portion thereof, assign, predecessor in product line or a portion thereof, parent, holding
 10 company, affiliate, venturer, co-venturer, subsidiary, whole or partial owner, or wholly or
 11 partially owned entity, or entity that it was a member of, or funded, that researched, studied,
 12 manufactured, fabricated, designed, modified, labeled, assembled, distributed, leased, bought,
 13 offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation,
 14 repaired, marketed, warranted, rebranded, manufactured for others and advertised a certain
 15 product, namely asbestos, and other products containing asbestos. The following defendants,
 16 and each of them, are liable for the acts of each and every ALTERNATE ENTITY, and each of
 17 them, in that there has been a virtual destruction of plaintiff's remedy against each such
 18 ALTERNATE ENTITY; defendants, and each of them, have acquired the assets, product line, or
 19 a portion thereof, of each such ALTERNATE ENTITY; defendants, and each of them, caused
 20 the destruction of plaintiff's remedy against each such ALTERNATE ENTITY; each such
 21 defendant has the ability to assume the risk-spreading role of each such ALTERNATE ENTITY;
 22 and that each such defendant enjoys the goodwill originally attached to each such
 23 ALTERNATE ENTITY:

DEFENDANTALTERNATE ENTITY

GENERAL ELECTRIC COMPANY

MATTEN X-RAY
 HOTPOINT ELECTRIC APPLIANCE COMPANY LIMITED
 TRUMBULL ELECTRIC MANUFACTURING COMPANY
 G E INDUSTRIAL SYSTEMS
 CURTIS TURBINES
 PARSONS TURBINES
 GENERAL ELECTRIC JET ENGINES

1	TODD SHIPYARDS CORPORATION	TODD PACIFIC SHIPYARDS CORPORATION SEATTLE-TACOMA SHIPBUILDING CORP.
2		
3	LOCKHEED MARTIN CORPORATION	LOCKHEED CORPORATION LOCKHEED MISSILES & SPACE CO., INC. LOCKHEED AIRCRAFT CORPORATION LOCKHEED PROPULSION COMPANY
4		
5	RAYTHEON AIRCRAFT COMPANY	HUGHES AIRCRAFT COMPANY RAYTHEON SYSTEMS - SOUTH CAROLINA HUGHES AIRCRAFT - SOUTH CAROLINA BEECH AIRCRAFT CORPORATION KENLES ENGINEERS AND CONSTRUCTORS, INC. WOLDER ENGINEERS AND CONSTRUCTORS, INC. WOLDER ENGINEERING CORPORATION ESICORP, INC. ENSERCH CORPORATION EBASCO SERVICES INCORPORATED E & L ASSOCIATES EHRHART & LESTER ASSOCIATES
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12	MCDONNELL DOUGLAS CORPORATION	DOUGLAS AIRCRAFT COMPANY BOEING NORTH AMERICAN, INC. CONSOLIDATED AIRCRAFT
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15 10. At all times herein mentioned, defendants, their ALTERNATE ENTITIES, and
16 each of them, were and are engaged in the business of researching, manufacturing, fabricating,
17 designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale,
18 supplying, selling, inspecting, endorsing, testing, authorizing, approving, certifying, facilitating,
19 promoting, representing, servicing, installing, contracting for installation, repairing, marketing,
20 warranting, rebranding, manufacturing for others, packaging, specifying, requiring, mandating,
21 or otherwise directing and/or facilitating the use of, or advertising a certain product, namely
22 asbestos and other products containing asbestos.

23 11. At all times herein mentioned, defendants, their ALTERNATE ENTITIES and
24 each of them, singularly and jointly, negligently, and carelessly researched, manufactured,
25 fabricated, designed, modified, tested or failed to test, abated or failed to abate, warned or failed
26 to warn of the health hazards, labeled, assembled, distributed, leased, bought, offered for sale,
27 supplied, sold, inspected, serviced, authorized, approved, certified, facilitated, promoted,
28 installed, represented, endorsed, contracted for installation of, repaired, marketed, warranted,

1 rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos,
2 and other products containing asbestos, in that said products caused personal injuries to users,
3 consumers, workers, bystanders and others, including the plaintiff herein, (hereinafter
4 collectively called "exposed persons"), while being used in a manner that was reasonably
5 foreseeable, thereby rendering said products hazardous, unsafe and dangerous for use by
6 "exposed persons".

7 12. Defendants, their ALTERNATE ENTITIES, and each of them, had a duty to
8 exercise due care in the pursuance of the activities mentioned above and defendants, and each of
9 them, breached said duty of due care.

10 13. Defendants, their ALTERNATE ENTITIES and each of them, knew, or should
11 have known, and intended that the aforementioned asbestos and products containing asbestos
12 and related products and equipment, would be transported by truck, rail, ship, and other common
13 carriers, that in the shipping process the products would break, crumble, or be otherwise
14 damaged; and/or that such products would be used for insulation, construction, plastering,
15 fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not
16 limited to unpacking, preparing, using, sawing, drilling, chipping, hammering, scraping, sanding,
17 breaking, removing, maintaining, inspecting, "rip-out", and other manipulation, resulting in the
18 release of airborne asbestos fibers, and that through such foreseeable use and/or handling
19 "exposed persons", including plaintiff herein, would use or be in proximity to and exposed to
20 said asbestos fibers, which contaminated the packaging, products, environment, and clothing of
21 persons working in proximity to said products, directly or through reentrainment.

22 14. Plaintiffs have used, handled, or been otherwise exposed to asbestos and
23 asbestos-containing products referred to herein in a manner that was reasonably foreseeable.
24 Plaintiffs' exposure to asbestos and asbestos-containing products is on current information as set
25 forth at various locations and circumstances in **Exhibit A**, attached to plaintiff's complaint and
26 incorporated by reference herein.

27 15. As a direct and proximate result of the acts, omissions, and conduct of the
28 defendants, their ALTERNATE ENTITIES, and each of them, as aforesaid, plaintiffs' exposure

1 to asbestos and asbestos-containing products caused severe and permanent injury, damage, loss,
2 or harm to the plaintiff as set forth in **Exhibit A**, attached to plaintiffs' complaint and
3 incorporated by reference herein.

4 16. Plaintiffs are informed and believe, and thereon allege, that progressive lung
5 disease, cancer, and other serious diseases are caused by inhalation or ingestion of asbestos
6 fibers without perceptible trauma and that said injury, damage, loss, or harm results from
7 exposure to asbestos and asbestos-containing products over a period of time.

8 17. Plaintiffs each suffer from a condition related to exposure to asbestos and
9 asbestos-containing products. Plaintiffs are not aware at the time of exposure that asbestos or
10 asbestos-containing products presented risk of injury and/or disease.

11 18. As a direct and proximate result of the aforesaid conduct of defendants, their
12 ALTERNATE ENTITIES, and each of them, plaintiffs have suffered, and continue to suffer,
13 permanent injuries and/or future increased risk of injuries to their persons, body and health,
14 including, but not limited to, asbestosis, other lung damage, and cancer, and the mental and
15 emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to their
16 general damage.

17 19. As a direct and proximate result of the aforesaid conduct of the defendants, their
18 "alternate entities," and each of them, plaintiffs have incurred, are presently incurring, and will
19 incur in the future, liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-
20 rays and other medical treatment, the true and exact amount thereof being unknown to plaintiffs
21 at this time, and plaintiffs pray leave to amend this complaint accordingly when the true and
22 exact cost thereof is ascertained.

23 20. As a further direct and proximate result of the said conduct of the defendants,
24 their "alternate entities," and each of them, plaintiffs have incurred pecuniary losses, the full
25 nature and extent of which are not yet known to plaintiffs; and leave is requested to amend this
26 complaint to conform to proof at the time of trial.

27 21. Defendants, their ALTERNATE ENTITIES, and each of them, and their officers,
28 directors and managing agents participated in, authorized, expressly and impliedly ratified, and

1 had full knowledge of, or should have known of, each of the acts set forth herein.

2 22. Defendants, their "alternate entities," and each of them, are liable for the
3 fraudulent, oppressive, and malicious acts of their ALTERNATE ENTITIES, and each of them,
4 and each defendant's officers, directors and managing agents participated in, authorized,
5 expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of
6 each of their ALTERNATE ENTITIES as set forth herein.

7 23. The herein-described conduct of said defendants, their ALTERNATE ENTITIES,
8 and each of them, was and is willful, malicious, fraudulent, outrageous and in conscious
9 disregard and indifference to the safety and health of "exposed persons". Plaintiffs, for the sake
10 of example and by way of punishing said defendants, seek punitive damages according to proof.

11 WHEREFORE, plaintiffs pray judgment against defendants, their "alternate entities,"
12 and each of them, as hereinafter set forth.

13 SECOND CAUSE OF ACTION
14 (Products Liability)

15 AS AND FOR A SECOND, SEPARATE, FURTHER AND DISTINCT CAUSE OF
16 ACTION FOR PRODUCTS LIABILITY, PLAINTIFFS COMPLAIN AS FOLLOWS:
17 PLAINTIFF JAMES GUTHRIE COMPLAINS OF DEFENDANTS GENERAL ELECTRIC
18 COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM;
19 PLAINTIFF TONY DAVIDSON COMPLAINS OF DEFENDANTS GENERAL ELECTRIC
20 COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM;
21 PLAINTIFF RONALD ZERANGUE COMPLAINS OF DEFENDANTS GENERAL
22 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF
23 THEM; PLAINTIFF SAMUEL RESTER COMPLAINS OF DEFENDANTS GENERAL
24 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF
25 THEM; PLAINTIFF , JOHN GRAY COMPLAINS OF DEFENDANTS GENERAL
26 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF
27 THEM; PLAINTIFF ELMER PAROLINI COMPLAINS OF DEFENDANTS GENERAL
28 ELECTRIC COMPANY, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF

1 THEM; PLAINTIFF WAYNE DFAULT COMPLAINS OF DEFENDANTS GENERAL
2 ELECTRIC COMPANY, LOCKHEED MARTIN CORPORATION, DOES 1-300, THEIR
3 "ALTERNATE ENTITIES," AND EACH OF THEM; PLAINTIFF JESSE BEVERLY, JR.
4 COMPLAINS OF DEFENDANTS GENERAL ELECTRIC COMPANY, TODD SHIPYARDS
5 CORPORATION, RAYTHEON AIRCRAFT COMPANY, MCDONNELL DOUGLAS
6 CORPORATION, DOES 1-300, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM:

7 24. Plaintiffs incorporate herein by reference, as though fully set forth herein, the
8 allegations contained in each paragraph of the First Cause of Action herein.

9 25. Defendants, their ALTERNATE ENTITIES, and each of them, knew and
10 intended that the above-referenced asbestos and asbestos-containing products would be used by
11 the purchaser or user without inspection for defects therein or in any of their component parts
12 and without knowledge of the hazards involved in such use.

13 26. Said asbestos and asbestos-containing products were defective and unsafe for
14 their intended purpose in that the inhalation of asbestos fibers causes serious disease and/or
15 death. The defect existed in the said products at the time they left the possession of defendants,
16 their "alternate entities," and each of them. Said products did, in fact, cause personal injuries,
17 including asbestosis, other lung damage, and cancer to "exposed persons", including plaintiffs
18 herein, while being used in a reasonably foreseeable manner, thereby rendering the same
19 defective, unsafe and dangerous for use.

20 27. "Exposed persons" did not know of the substantial danger of using said products.
21 Said dangers were not readily recognizable by "exposed persons". Said defendants, their
22 ALTERNATE ENTITIES, and each of them, further failed to adequately warn of the risks to
23 which plaintiffs and others similarly situated were exposed.

24 28. In researching, manufacturing, fabricating, designing, modifying, testing or
25 failing to test, warning or failing to warn, labeling, assembling, distributing, leasing, buying,
26 offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation,
27 repairing, marketing, warranting, rebranding, manufacturing for others, packaging and
28 advertising asbestos and asbestos-containing products, defendants, their ALTERNATE

1 ENTITIES, and each of them, did so with conscious disregard for the safety of "exposed
2 persons" who came in contact with said asbestos and asbestos-containing products, in that said
3 defendants, their ALTERNATE ENTITIES, and each of them, had prior knowledge that there
4 was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-
5 containing products, including, but not limited to, asbestosis, other lung damages and cancer.
6 Said knowledge was obtained, in part, from scientific studies performed by, at the request of, or
7 with the assistance of, said defendants, their ALTERNATE ENTITIES, and each of them, and
8 which knowledge was obtained by said defendants, their ALTERNATE ENTITIES, and each of
9 them on or before 1930, and thereafter.

10 29. On or before 1930, and thereafter, said defendants, their ALTERNATE
11 ENTITIES and each of them, were aware that members of the general public and other "exposed
12 persons", who would come in contact with their asbestos and asbestos-containing products, had
13 no knowledge or information indicating that asbestos or asbestos-containing products could
14 cause injury, and said defendants, their ALTERNATE ENTITIES, and each of them, knew that
15 members of the general public and other "exposed persons", who came in contact with asbestos
16 and asbestos-containing products, would assume, and in fact did assume, that exposure to
17 asbestos and asbestos-containing products was safe, when in fact said exposure was extremely
18 hazardous to health and human life.

19 30. With said knowledge, said defendants, their ALTERNATE ENTITIES, and each
20 of them, opted to research, manufacture, fabricate, design, modify, label, assemble, distribute,
21 lease, buy, offer for sale, supply, sell, inspect, service, install, contract for installation, repair,
22 market, warrant, rebrand, manufacture for others, package and advertise said asbestos and
23 asbestos-containing products without attempting to protect "exposed persons" from or warn
24 "exposed persons" of, the high risk of injury or death resulting from exposure to asbestos and
25 asbestos-containing products. Rather than attempting to protect "exposed persons" from, or
26 warn "exposed persons" of, the high risk of injury or death resulting from exposure to asbestos
27 and asbestos-containing products, defendants, their ALTERNATE ENTITIES, and each of them,
28 intentionally failed to reveal their knowledge of said risk, and consciously and actively

1 concealed and suppressed said knowledge from "exposed persons" and members of the general
2 public, thus impliedly representing to "exposed persons" and members of the general public that
3 asbestos and asbestos-containing products were safe for all reasonably foreseeable uses.
4 Defendants, their ALTERNATE ENTITIES, and each of them, engaged in this conduct and
5 made these implied representations with the knowledge of the falsity of said implied
6 representations.

7 31. The above-referenced conduct of said defendants, their ALTERNATE
8 ENTITIES, and each of them, was motivated by the financial interest of said defendants, their
9 ALTERNATE ENTITIES, and each of them, in the continuing, uninterrupted research, design,
10 modification, manufacture, fabrication, labeling, assembly, distribution, lease, purchase, offer for
11 sale, supply, sale, inspection, installation, contracting for installation, repair, marketing,
12 warranting, rebranding, manufacturing for others, packaging and advertising of asbestos and
13 asbestos-containing products. In pursuance of said financial motivation, said defendants, their
14 ALTERNATE ENTITIES, and each of them, consciously disregarded the safety of "exposed
15 persons" and in fact were consciously willing and intended to permit asbestos and asbestos-
16 containing products to cause injury to "exposed persons" and induced persons to work with and
17 be exposed thereto, including plaintiffs.

18 32. Plaintiffs allege that the aforementioned defendants, their ALTERNATE
19 ENTITIES, and each of them impliedly warranted their asbestos and asbestos-containing
20 products to be safe for their intended use but that their asbestos and asbestos-containing
21 products, created an unreasonable risk of bodily harm to exposed persons.

22 33. Plaintiffs further allege their injuries are a result of cumulative exposure to
23 asbestos and various asbestos-containing products manufactured, fabricated, inadequately
24 researched, designed, modified, inadequately tested, labeled, assembled, distributed, leased,
25 bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation,
26 repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised by
27 the aforementioned defendants, their ALTERNATE ENTITIES, and each of them and that
28 plaintiffs cannot identify precisely which asbestos or asbestos-containing products caused the

1 injuries complained of herein.

2 ///

3 34. Plaintiffs relied upon defendants', their "alternate entities", and each of their
4 representations, lack of warnings, and implied warranties of fitness of asbestos and their
5 asbestos-containing products. As a direct, foreseeable and proximate result thereof, plaintiffs
6 have been injured permanently as alleged herein.

7 35. As a direct and proximate result of the actions and conduct outlined herein,
8 plaintiffs have suffered the injuries and damages previously alleged.

9 WHEREFORE, plaintiffs pray judgment against defendants, their ALTERNATE
10 ENTITIES, and each of them, as hereinafter set forth.

11 IV.

12 PRAYER

13 WHEREFORE, plaintiffs pray judgment against defendants, their ALTERNATE
14 ENTITIES, and each of them in an amount to be proved at trial in each individual case, as
15 follows:

- 16 (a) For plaintiffs' general damages according to proof;
17 (b) For plaintiffs' loss of income, wages and earning potential according to proof;
18 (c) For plaintiffs' medical and related expenses according to proof;
19 (d) For plaintiffs' cost of suit herein;
20 (e) For exemplary or punitive damages according to proof;
21 (f) For damages for fraud according to proof; and
22 (g) For such other and further relief as the Court may deem just and proper, including
23 costs and prejudgment interest.

24 Dated: April 15, 2007

BRAYTON ♦ PURCELL LLP

25 /s/ David R. Donadio

26 By:

27 David R. Donadio
Attorneys for Plaintiffs

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JURY DEMAND

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Plaintiffs hereby demand trial by jury of all issues of this cause.

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Dated: April 15, 2007

BRAYTON ♦ PURCELL LLP

6

/s/ David R. Donadio

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By:

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David R. Donadio
Attorneys for Plaintiffs

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EXHIBIT A

Plaintiff: **JAMES GUTHRIE**

Plaintiff's injuries: Plaintiff was diagnosed with Asbestosis on or about November 2001.

Defendants: Plaintiff contends that the asbestos-containing products to which he was or may have been exposed to were manufactured, supplied, distributed, installed and/or contracted for by Defendants. Plaintiff's exposure to asbestos occurred at the following times and places, and involved exposure to dust created by the contractors and the products of the entities listed below. The exposure includes, but is not limited, to the following presently known contractors and the manufacturers and distributors of asbestos-containing products:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Atchison, Topeka & Santa Fe Railroad Yard Topeka, KS	Atchison, Topeka & Santa Fe Railroad Yard Topeka, KS	Laborer	1951 (approx 3 months)

Job Duties: Plaintiff cleaned up after a flood. Plaintiff recalls ripping off old insulation from pipes.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Training Center San Diego, CA	Trainee	1/1952-1956
	<u>KLONDIKE</u> (AD-22)	Engineman	(approx 2 weeks)
	<u>GEENERAL WILLIAM WEIGEL</u> (AP-119)		(22 days)
	Naval Repair Facility Sasebo, Japan		
	<u>ALSTEDE</u> (AF-48) Naval Repair Facility Sasebo, Japan		

Job Duties: Plaintiff recalls that asbestos from steam pipes flaked off into his sleeping quarters while in the barracks at the Naval Training Center. On the KLONDIKE, plaintiff recalls receiving training on how to disassemble and repack valves, motors, and pumps. Plaintiff recalls that the WILLIAM WEIGLE was a troop ship that had asbestos steam pipes overhead. On the

ALSTEDE, plaintiff worked in the engine room. Plaintiff repacked valves. Plaintiff recalls ANCHOR packing, DURAMETALLIC CORPORATION gaskets, GARLOCK SEALING TECHNOLOGIES, LLC gaskets, JOHN CRANE, INC. packing and gaskets. Plaintiff recalls THERMOBESTOS boiler insulation. Plaintiff recalls having to cut the gaskets to size. Plaintiff removed and replaced insulation. Plaintiff mixed raw asbestos with water to form a paste. Plaintiff applied the asbestos paste on pipes with his bare hands. Plaintiff recalls installing VICTOR gaskets on heat exchangers. Plaintiff recalls having to scrape off the old gaskets to apply the new ones. Plaintiff recalls that when the ships went into the shipyards for major overhauls he worked in close proximity to shipyard workers while they performed various repairs. Plaintiff recalls working in close proximity to pipefitters, electricians.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Selvex Corporation Kansas City, KS	Selvex Corporation Kansas City, KS	Assembler	1956 (approx 1 year)

Job Duties: Plaintiff assembled a heat system for an oven. Plaintiff installed asbestos panels inside of the oven. Plaintiff caulked the joints together with an asbestos cement.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Kansas City Missouri Housing Authority Kansas City, MO	various residential housing projects and high rise buildings, Missouri	Maintenance Inspector	1959
	Unknown apartment complex, 15 th & 16 th & Vine Street, Kansas City, MO	Maintenance Mechanic (supervisor)	1960-1966

unknown power plants

Job Duties: Plaintiff oversaw the construction of residential buildings and high rise buildings. Plaintiff ensured that the contractors installed the correct equipment on construction sites. Plaintiff recalls working in close proximity to insulators who were installing insulation on boilers and steam pipes. Plaintiff recalls being on site during all phases of building. Plaintiff worked in close proximity to carpenters, insulators, welders, drywallers, tapers, painters.

Plaintiff was the head maintenance supervisor for an apartment building during new construction. Plaintiff ordered and disbursed materials. Plaintiff recalls bags of raw asbestos and pipe insulation. Plaintiff worked in close proximity to others who were removing and replacing steam pipes, tearing out insulation, and re-applying insulation to pipes. Plaintiff

worked in close proximity to others who were mixing raw asbestos with water to form a paste. Plaintiff recalls the following products: KAISER GYPSUM and GOLD BOND joint compound. Plaintiff recalls working in close proximity to drywallers, tapers, pipefitters, welders, electricians, and painters. Plaintiff recalls others installing CONGOLEUM CORPORATION and ARMSTRONG floor tiles. Plaintiff recalls PABCO insulation products, OWENS CORNING FIBERGLAS, KAYLO insulation products, JOHNS-MANVILLE insulation products. Plaintiff installed asbestos exterior siding on apartments. Plaintiff sawed, cut and drilled the siding to size before installing it. Plaintiff recalls the following co-workers: Charlie McGee, McCloud, Kansas; Bernice Dye, Kansas City, Missouri; "Red" Thomas, Raytown, Missouri.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Hercules Powder Company De Soto, KS	Hercules Powder Plant De Soto, KS	Facilities Maintenance Mechanic	1967-1969

Job Duties: Plaintiff oversaw facilities and maintenance and ordered and distributed supplies. Plaintiff handled bags of raw asbestos which broke open and had to be swept up. Plaintiff recalls that JOHNS-MANVILLE supplied the bags of raw asbestos. Plaintiff worked in close proximity to others while they performed repairs on pipes. Plaintiff recalls that the others were disturbing the insulation on the pipes.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
JC's Construction Water Valley, KY	JC's Construction various residential & commercial locations in Kentucky and Tennessee	Contractor	1969-1996

Job Duties: Plaintiff performed all phases of construction except plumbing and electrical work. Plaintiff performed roofing, insulation and siding work. Plaintiff sprayed insulation and fireproofing in attics. Plaintiff recalls cutting and hanging drywall. Plaintiff recalls mixing joint compound, applying it to the wall and then sanding it. Plaintiff recalls taping and sanding drywall. Plaintiff recalls cleaning up the debris from drywall installation. Plaintiff recalls very dusty and dirty conditions. Plaintiff used DURABOND 60 & 90 joint compound. Plaintiff recalls mixing drywall joint compound manufactured by HAMILTON, USG, GOLD BOND, KAISER GYPSUM. Plaintiff recalls CELOTEX sheets of insulation. Plaintiff recalls the following supplier: BUILDERS SUPPLY, South Fulton, Tennessee.

Plaintiff: **TONY DAVIDSON**

Plaintiff's injuries: Plaintiff was diagnosed with asbestos-related pleural disease on or about 07/27/2006, and Asbestosis on or about 08/30/2005. Defendants: Plaintiff contends that the asbestos-containing products to which he was or may have been exposed to were manufactured, supplied, distributed, installed and/or contracted for by Defendants. Plaintiff's exposure to asbestos occurred at the following times and places, and involved exposure to dust created by the contractors and the products of the entities listed below. The exposure includes, but is not limited, to the following presently known contractors and the manufacturers and distributors of asbestos-containing products:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
U.S. Navy	Naval Air Station Alameda Alameda, CA	Boiler Tender	1955-1959
	Hunters Point Naval Shipyard San Francisco, CA		
	Yokosuka Naval Base Yokosuka, Japan		
	Puget Sound Naval Shipyard Bremerton, WA		
	<u>USS BON HOMME RICHARD (CVA-31)</u>		

Job Duties: Plaintiff worked in the boiler room aboard the USS BON HOMME RICHARD (CVA-31). Plaintiff monitored and maintained BABCOCK & WILCOX boilers. Plaintiff took apart boilers and cleaned the inside of boilers and boiler tubes using wire brushes. Plaintiff removed and reinstalled insulation during the process. Plaintiff disassembled, repaired and repacked CRANE CO. valves. Plaintiff disassembled and repaired CHICAGO, GENERAL ELECTRICAL and INGERSOLL RAND pumps. Plaintiff cut and fitted GARLOCK gaskets. Plaintiff occasionally installed JOHNS MANVILLE insulation onto piping, valves and flanges. Plaintiff took apart CUTLER HAMMER and FISHER controls for maintenance. Plaintiff recalls the following coworkers: Junior Moore, Oakland, California; Vernon Tolliver, Concord, California; Floyd Lewis, San Francisco, California; Donald Campbell, Oakland, California; William Martin, Alameda, California; Henry Murphy, Long Beach, California; Charles Booker, Carson, California.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Lear Siegler Inc.	Lear Siegler, Inc. South Gate, CA	Assembler	1964-1967

Job Duties: Plaintiff worked on assembly line. Plaintiff assembled wall and floor heaters and air conditioning units. Plaintiff installed insulation in the heating and air conditioning units. Plaintiff used torches, sealants and solder to seal parts together. Plaintiff recalls the following coworkers: Austin Wilder, Gardena, California; Jerry Davidson, Paramount, California, Louis Phillips, Fairfield, California.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
McDonnell Douglas Corporation	McDonnell Douglas Corporation Torrance, CA	Metal Worker	1967-1994

Job Duties: Plaintiff ground and sanded aluminum, steel and other metals using grinding and sand blasting machines. Plaintiff recalls often grinding the grinding wheels down to the hub. Plaintiff performed maintenance and repairs on milling machines. Plaintiff worked in the vicinity of cranes that were being disassembled and repaired. Plaintiff shared the same workspace with machinists, sandblasters, welders and painters. Plaintiff recalls the following coworkers: Ivory Butler, Victorville, California; Jim Todd, Harbor City, California; Richard Speed, Inglewood, California; Jesse Dotson, Riverside, California; Leon Hanes, Fort Worth, Texas; Porter Wyatt, Compton, California; Mike Martinez, Norwalk, California; Dave Grego, Victorville, California; Bill Kessee, unknown city, Louisiana; Cliff Thompson; Compton, California; Glenn Stealman, Hemet, California; James Macias, Torrance, California; Danny Spaiza, San Pedro, California; Jake Burens, Carson, California.

Plaintiff: RONALD ZERANGUE

Plaintiff's injuries: Plaintiff was diagnosed with asbestos-related pleural disease on or about 09/29/2006, and Asbestosis on or about 09/29/2006. Defendants: Plaintiff contends that the asbestos-containing products to which he was or may have been exposed to were manufactured, supplied, distributed, installed and/or contracted for by Defendants. Plaintiff's exposure to asbestos occurred at the following times and places, and involved exposure to dust created by the contractors and the products of the entities listed below. The exposure includes, but is not limited, to the following presently known contractors and the manufacturers and distributors of asbestos-containing products:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
U.S. Navy	Naval Training Center, San Diego	Trainee	Oct. 1968 - Nov. 1968
	Naval Training Center, Great Lakes, IL	Trainee	Nov. 1968
	USS <u>UHLMANN</u> (DD-687)	Boiler Tender	3 April 1969 - 5 Sept. 1969
	USS <u>SAMUEL GOMPERS</u> (AD-37)	Boiler Tender	
	USS <u>PERKINS</u> (DD-877) Hunters Point Naval Shipyard, San Francisco, CA	Boiler Tender	30 Oct 1969 - 31 July 1972

Job Duties: Plaintiff recalls standing watch in the engine room or boiler room. Plaintiff recalls that a normal workday would be spent repairing or cleaning in the boiler room, or on a larger ship, in the combined boiler room and engine room. The UHLMANN (DD 687) was a WWII vintage destroyer based out of San Diego. Plaintiff recalls spending most of his time in the boiler room. Plaintiff recalls the boilers had firebrick and mortar around the back of the boiler. Plaintiff's job duties included inspecting the firebox and repairing cracks in the mortar when the furnaces were shut down for maintenance. Plaintiff recalls that there were asbestos handholds located in the engine room. Plaintiff changed gaskets on all four of the ship's boilers. Plaintiff recalls that the valves were packed with asbestos packing. Plaintiff recalls that the air intake casing around the furnace was gasketed with asbestos rope. The GOMPERS was a repair tender. Plaintiff recall his duties aboard the GOMPERS were similar to his duties on the UHLMANN and PERKINS. The PERKINS was a destroyer. Plaintiff served on the ship from Oct. 30, 1969 - July 31, 1972. Plaintiff was aboard this ship while it was in drydock for 6-8 months before going to Vietnam. Plaintiff recalls participating in military exercises in Vietnam aboard the USS PERKINS from July 1970 - Feb. 1971. Plaintiff recalls that while the ship was in drydock the ship's crew performed daily duties aboard the ship. Plaintiff recalls his duties including removing and replacing asbestos insulation when rebuilding the 3 or 5 boiler valves that were on each boiler, replacing gaskets on valves and pumps and stripping insulation off bolts and flanges as necessary to access parts to repair or replace. Insulation was stripped off using whatever tools would take it off, such a claw hammers, small hatchets, screwdrivers, or any tool that was handy. Lagging was attached to pipes and valves with wire but would

sometimes fall apart. Plaintiff recalls some pieces of asbestos insulation were saved and used to insulate valves and flanges. The scrap pieces would be attached to a flange or other fixture and coated with insulating cement to hold them in place. Plaintiff recalls cleaning steam pipes and decks after repairs. Plaintiff recalls using the following asbestos containing materials on all three ships while in the Navy: Asbestos pads, asbestos pipes, asbestos blocks, asbestos cement, asbestos spiral ring gaskets, hand hold, and man hole gaskets, asbestos flange ring gaskets, asbestos packing valves and pumps, asbestos pipe coverings, asbestos rope, asbestos lagging, asbestos pads, asbestos insulation pads. Plaintiff recalls the following asbestos containing products: ANCHOR PACKING, CELOTEX, FLEXITALLIC, GARLOCK and MONOBLOCK.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Allied Chemical (formerly General Chemical)	Allied Chemical Castro St., Richmond, CA	Maintenance mechanic	July 1973-July 1978

Job Duties: Plaintiff performed maintenance on various boilers at Allied Chemical. Among the brands of boilers plaintiff performed maintenance on were BABCOCK & WILCOX, TITUSVILLE, and ERIE CITY boilers. Plaintiff recalls Allied Chemical had four waste heat boilers. Plaintiff recalls participating in the scrapping of two small TITUSVILLE boilers that were part of hydrochloric sulphuric acid recovery units. Plaintiff recalls that to prepare the boilers for scrap, plaintiff removed insulation, valves, gaskets, and related equipment. Plaintiff recalls that insulation was removed any way that it could be torn off. Plaintiff recalls pieces of insulation were thrown or allowed to drop to the floor where they would be cleaned up later. Worn gaskets were thrown into an open dumpster. Bricks and mortar surrounding the boilers were knocked out with shovels, picks, hammers and cleaned up at the end of the day. Plaintiff recalls there was no protection, training, or hazard warnings given to any of the workers. The BABCOCK & WILCOX boilers were refurbished. Plaintiff recalls when the boilers were retubed, boilermakers would torch the sides off, take the sheet metal and insulation off, remove all the tubing, and install new vertical water tubes. Plaintiff recalls that part of his duties consisted of cleaning up after the boilermakers. Plaintiff recalls that workers used a maintenance shop where material for gaskets was stored. Plaintiff recalls workers would simply pull the material down, use a table to cut out the gaskets they needed and replace the material. The area also doubled as a makeshift lunchroom where workers would often eat lunch on the table. Plaintiff removed and replaced manhole gaskets on catalytic towers. The catalytic towers were shut down and cleaned approximately every six months to remove debris would that collect in the towers and reduce the airflow. Plaintiff recalls using the following asbestos containing products; asbestos pipe, asbestos pipe covering, asbestos rope, asbestos packings, insulation pads, asbestos paper, and asbestos gaskets. Plaintiff recalls performing the following tasks using the material; applying and/or removing insulation pads, pipefitting, applying or removing pipe lagging, applying or removing valve packing, applying or removing boiler lagging, boiler jackets, boiler feed pumps, applying or removing steam line insulation. Plaintiff worked with the

following products; JOHNS MANVILLE THERMOSBESTOS, ANCHOR PACKING, FLEXITALLIC, GARLOCK, SUPER 66 insulating cement, CELOTEX, and OWENS CORNING KAYLO.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Z Doctor 100-23rd St. Richmond, CA	Z Doctor 100-23rd St. Richmond, CA	Automobile Mechanic	7/78-7/04

Job Duties: Plaintiff performed brake work on DATSUN and NISSAN vehicles. Plaintiff worked in a small machine shop that had a grinder, brake lathe, and dry milling machine to mill cylinders. Plaintiff performed three to four brake jobs a week in addition to brake inspections, which involved removing brakes. Plaintiff also ground flywheels. Plaintiff recalls banging brake drums on the floor to knock out the dust. Plaintiff frequently performed clutch jobs. Plaintiff recalls rebuilding engines and replacing asbestos manifold gaskets and head gaskets. Plaintiff removed and replaced valve cover gaskets made of white asbestos approximately 3/8" thick. Plaintiff would scrape cylinder heads and blocks, then sand them during the tune-up process.. Plaintiff recalls that they later began using electric sanders which were faster, but threw up a lot of dust and debris. Plaintiff and his co-workers had to clean up their own areas using an airhose. Plaintiff recalls the following products; ANCHOR BOND brakes, RAYBESTOS brakes and clutches, BENDIX brakes and clutches, and DAIKIN clutches. Plaintiff also recalls supervisor John Vanek.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Orinda Motors	Orinda Motors, Orinda, CA	Automobile Mechanic	9/9/04-2/2/06

Job Duties: Plaintiff recalls job duties were similar to those performed at Z Doctor above, but plaintiff performed more brake jobs.

Plaintiff: SAMUEL RESTER

Plaintiff's injuries: Plaintiff was diagnosed with asbestos-related pleural disease on or about 08/17/2006, and Asbestosis on or about 10/10/2006. Defendants: Plaintiff contends that the asbestos-containing products to which he was or may have been exposed to were manufactured, supplied, distributed, installed and/or contracted for by Defendants. Plaintiff's exposure to asbestos occurred at the following times and places, and involved exposure to dust created by the contractors and the products of the entities listed below. The exposure includes, but is not limited, to the following presently known contractors and the manufacturers and distributors of asbestos-containing products:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Training Center Great Lakes, IL	Trainee	2/14/1956- 12/1957
	<u>USS LAKE CHAMPLAIN</u> (CV-39)	Fireman	

Job Duties: Plaintiff completed basic training for three months at the Naval Training Center. Plaintiff next served on board the LAKE CHAMPLAIN. Plaintiff maintained and repaired all steam pipelines, the steam boiler near the boiler room, and any other related equipments related to steam. Plaintiff checked gauges all over the ship. After repairing steam pipelines, plaintiff re-insulated the pipes with insulation. Plaintiff also repaired cracks in the insulation and assisted others in repairs. Plaintiff repaired valves, packing, and pumps. Plaintiff recalls co-worker Dell (first name unknown), address currently unknown.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Dixon Welding Company	Dixon Welding Company Shop El Dorado, AR	Welder (helper)	1958-1959

Job Duties: Plaintiff assisted two to three welders. Plaintiff handled 6011 and LINCOLN 5P welding rods. Plaintiff ground tanks with an electric grinder. Plaintiff replaced the discs on the grinding wheels when they were down to the hubs. Plaintiff helped build and repair tanks. Plaintiff was nearby when welding was performed. Plaintiff recalls HALL OXYGEN, Northwest Avenue, El Dorado, Arkansas, as the supplier for the welding materials. Plaintiff recalls supervisor and owner Dixon (first name unknown), deceased.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Hays Welding and Machine	Hays Welding and Machine Shop El Dorado, AR	Welder (helper)	1960-1962

Job Duties: Plaintiff assisted about five welders. Plaintiff handled LINCOLN 5P and 6011 welding rods. Plaintiff assisted repaired drill stems and pumps. Plaintiff packed pumps with new packing when finished. Plaintiff ground drill stems and pumps. Plaintiff replaced discs on grinding wheels when they were down to the hubs. Plaintiff recalls supervisor and owner Frank Hays, deceased; and welder (helper) Ernie Spirey, deceased.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
El Dorado Foundry and Machine	El Dorado Foundry and Machine, Shop El Dorado, AR	Welder (helper)	1963-1966 (about 4 years)
	Columbia Carbon El Dorado, AR		(on/off)
	Cooper Tire & Rubber Co. El Dorado, AR		(on/off)

Job Duties: At the shop, plaintiff assisted three welders and handled LINCOLN 5P and 6011 welding rods. Plaintiff ground with a grinder and replaced its grinding discs. Plaintiff replaced tubes on the burners and rolled tubes. Plaintiff assisted in repairing drill stems and pumps. Plaintiff packed pumps with new packing. Plaintiff changed gaskets on the pumps and valves. Plaintiff worked alongside welders as they welded. Plaintiff sandblasted and painted. Plaintiff recalls the following co-workers: Joe Kliner, deceased; and "Moon" Mullin (first name unknown), deceased. Plaintiff recalls supervisor Ray (last name unknown), deceased. At Columbia Carbon, plaintiff repaired chutes and auger. Plaintiff replaced pumps. Plaintiff assisted welder Kim (first name unknown), address currently unknown. Plaintiff handled LINCOLN 5P and 6011 welding rods. Plaintiff ground and assisted welder Kim (first name unknown), address currently unknown, at Cooper Tire. Plaintiff worked alongside others who welded on molding machines. Plaintiff handled LINCOLN 5P and 6011 welding rods.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Levin Enterprises, Inc. (Metal Workers Local 1088) 550 Hamilton, #329 Palo Alto, CA 94301	Nicolai Joeffe/Levin Metals Shipyard, Richmond, CA	Burner	4/1972-9/1974

Job Duties: Plaintiff cut scrap metal into smaller pieces. Plaintiff used a propane torch to perform the cutting. Plaintiff cut into smaller pieces of navy ships, submarines, box cars, and asbestos insulated pipes. Plaintiff removed insulation from the pipes after cutting into them. Plaintiff also cut off valves and pumps from the pipes. Plaintiff recalls supervisor: Bailey (first name unknown), address currently unknown.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Iron Worker Local 378 Training School	Iron Worker Local 378 Training School Oakland, CA	Welder (student)	1974 (every Saturday)

Job Duties: Plaintiff welded with LINCOLN and HOBART 6010 and 6011 welding rods. during this training.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Bethlehem Steel Corp. (Iron Worker Local 118) 1170 8 th Ave., #1821 Bethlehem, PA 18018	Highway 4 downtown Stockton, CA	Ironworker	7/1974-3/1975

Job Duties: Plaintiff recalls this was new construction from the east to the west of Stockton, California. Plaintiff reinforced steel and performed rebar work on the overpass. Plaintiff worked alongside electricians cutting and stripping electrical wires. Plaintiff recalls supervisor John "Big John" (last name unknown), address currently unknown.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Soule Steel Co. (Iron Worker Local 378) PO Drawer SS Walnut Creek, CA 94596	Bethlehem Steel Alameda, CA	Ironworker	4/1975-9/1975

Job Duties: Plaintiff assisted in the repair of a machine that made rebar out of pellets. Plaintiff performed bolt up work. Plaintiff was near others who were welding with 6010 welding rods.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Reinforcing Steel, Inc. (Iron Worker Local 378) 610 16 th St., #409 Oakland, CA 94612	Reinforcing Steel, Inc. Unknown location	Ironworker	4/1975-9/1975

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Ironbridge Corp. (Iron Worker Local 378) 950 Third Ave., 23 rd Fl. New York, NY	Unknown high rise building, San Francisco, CA	Ironworker	7/1975-12/1975

Job Duties: Plaintiff assisted welders with Y-welders. Plaintiff prepared the welding and machines for the welders. Plaintiff handled asbestos welding blankets.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Bostrom-Bergen Metal Products 1941 Davis San Leandro, CA 94577	Bostrom-Bergen Metal Products, Unknown location	Ironworker	7/1975-9/1975

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Gerhelm, Inc. Delta Steel Erectors 325 W. Channel Rd. Benicia, CA 94510	Gerhelm, Inc. Delta Steel Erectors Unknown location	Ironworker	10/1975-12/1975

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Unknown employer	Unknown Glass Plant east Oakland, CA	Ironworker	7/1975-9/1975

Job Duties: Plaintiff performed structural and repair work. Plaintiff worked around welders and assisted them. Plaintiff handled LINCOLN 5P and 6011 welding rods.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Bostrom-Bergen Metal Products 1941 Davis San Leandro, CA 94577	Bostrom-Bergen Metal Products, Unknown location	Ironworker	4/1976-6/1976

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
CSB Construction Inc. 800 - 77 th Ave. Oakland, CA 94621	CSB Construction Inc. Unknown location	Ironworker	1/1976-3/1976

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Post Tensioning Service Corp. Box 4215 47385 Warm Springs Blvd. Fremont, CA 94539	Post Tensioning Service Corp., Unknown location	Ironworker	4/1976-6/1976

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Vogt & Conant Box 9629 Little Rock, AR 72209	Vogt & Conant Unknown location	Ironworker	10/1976-3/1977

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Thomas F. Roberds Ace Supply Co.	Ace Supply Co. Unknown location	Ironworker	1/1977-3/1977

Dr. 571
El Dorado, AR 71730

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Hafco, Inc. 200 Smith St. W. Monroe, LA 71292	Hafco, Inc. Unknown location	Ironworker	1/1977-6/1977

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Rust International Inc. Health Benefits Trust c/o WMX Technologies, Inc. (Ironworker Local 710) 3003 Butterfield Rd. Oak Brook, IL 60521	Georgia Pacific Paper Mill Crossett, AR	Ironworker	4/1977-1978

Job Duties: Plaintiff performed repair work. Plaintiff welded with LINCOLN 5P and 6011 welding rods. Plaintiff worked in the tissue area where the paper was being dried, the area where chips were converted to paper, and the bleaching mill area. Plaintiff worked alongside the following trades: carpenters laying the foundation, millwrights repairing pumps, and electricians routing new lines. Plaintiff recalls foreman Donny Sharon, Crossett, Arkansas; co-worker Joe Sharon, Hamburg, Arkansas; and co-worker Larry Sharon, address currently unknown.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Umphers Construction Co Box 1160 Hot Springs, AR 71902	Murphy Corp. Operation El Dorado, AR	Ironworker	1978

Job Duties: Plaintiff installed glass rails. Plaintiff mixed quick set cement for the base of the rails. Plaintiff worked near carpenters; drywallers installing 5/8th inch fire-rated sheetrock walls; fireproofers spraying fireproofing; plumbers; and electricians.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
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Crown Contractors, Inc.
Box 1457
El Dorado, AR 71731

Georgia Pacific Paper Mill Ironworker
Crossett, AR

1978-1979 (1-2
times)

Environmental Services
Company (ENSCO),
Hazardous Waste
Incinerator,
El Dorado, AR

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Ace Contractors, Inc. 309 American Rd, Box 571 El Dorado, AR 71731	Great Lakes Chemical El Dorado, AR	Ironworker	1978-1983

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Refractory Construction, Inc. 1333 N. Utica Tulsa, OK 74110	Refractory Construction, Inc., Unknown location	Ironworker	1978

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
ABB Combustion Engineering, Inc. c/o ABB Tax Services Box 5308 Norwalk, CT 06856	ABB Combustion Engineering, Inc., Unknown location	Ironworker	1979

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
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Litwin Corp.
Box 1581
Houston, TX 77251

Tosco Oil Refinery
El Dorado, AR

Ironworker

1979-1980

Job Duties: Plaintiff installed wire mesh. Plaintiff recalls being near carpenters putting fireproofing materials on the beams. Plaintiff was around laborers cleaning and sweeping, and electricians.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Vogt & Conant Box 9629 Little Rock, AR 72209	Vogt & Conant Unknown location	Ironworker	1980

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Gene Nelson International, Inc. & Subsidiaries 10302 FM 2004 Santa Fe, TX 77510	Gene Nelson International, Inc. & Subsidiaries, Unknown location	Ironworker	1980

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Refractory Construction, Inc. 1333 N. Utica Tulsa, OK 74110	Refractory Construction, Inc., Unknown location	Ironworker	1980

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Charles Hays Enterprises, Inc. Box 2118 El Dorado, AR	Charles Hays Enterprises, Inc., Unknown location	Ironworker	1981

Job Duties: Plaintiff performed structural work.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Hampton & Crain Construction Co., Inc. 1201 1/2 E. Main St. El Dorado, AR 71730	Union Memorial Hospital El Dorado, AR	Ironworker	1981-1982; 1986; 1994-1995
	Tosco Oil Refinery El Dorado, AR		

Job Duties: Plaintiff performed reinforcement and rebar work. Plaintiff drilled holes into the cement for rebar. Plaintiff worked around carpenters framing walls and laying foundations, and laborers cleaning and sweeping.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Livers Bronze Co. 4621 E. 75 th Terrace Kansas City, MO 64132	Livers Bronze Co. Unknown location	Ironworker	1983

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Charles Hays Enterprises, Inc. Box 2118 El Dorado, AR	Charles Hays Enterprises, Inc., Unknown location	Ironworker	1983

Job Duties: Plaintiff performed structural work.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Systems Contracting Crop. (fka Charles Hays Enterprises, Inc) Box 2118	AmerCable El Dorado, AR	Ironworker	1984

El Dorado, AR 71731

Job Duties: Plaintiff recalls this was a furniture manufacturing plant that was converted to cable manufacturing plant. Plaintiff installed wire mesh for the concrete finishers. Plaintiff performed rebar work. Plaintiff worked around carpenters and laborers.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Rothschild Boiler & Tank Works, Inc. Box 1680 Shreveport, LA 71165	Rothschild Boiler & Tank Works, Inc., Unknown location	Ironworker	1984

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
ABB Combustion Engineering, Inc. c/o ABB Tax Services Box 5308 Norwalk, CT 06856	International Paper Co. Louisiana Mill Bastrop, LA	Ironworker	1985

Job Duties: Plaintiff performed structural and repair work. Plaintiff welded with LINCOLN 5P and 6011 welding rods. Plaintiff used asbestos welding gloves. Plaintiff worked around carpenters, electricians, and concrete finishers pouring cement for floors.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Erwin Industries of Florida Box 1465 Tampa, FL 33601	Georgia Pacific Paper Mill Crossett, AR	Ironworker	1985 (night shifts)

Job Duties: Plaintiff built scaffolds to repair the roof.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Crown Contractors, Inc. Box 1457 El Dorado, AR 71731	Crown Contractors, Inc. Unknown location	Ironworker	1985-1986

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Papco, Inc. Box 669207 Charlotte, NC 28266	International Paper Co. Pine Bluff Coated Paperboard Mill, Pine Bluff, AR	Ironworker	1986

Job Duties: Plaintiff welded with LINCOLN 5P and 6011 welding rods. Plaintiff worked near the following trades: millwrights replacing pumps, valves, gaskets, and heavy machineries; carpenters; electricians cutting and stripping electrical wires; laborers removing/demolishing and cleaning; and cement finishers performing foundation work. Plaintiff recalls PITCO as the general contractor.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
John F. Beasley Construction Co. 4001 Jaffee Dallas, TX 75216	John F. Beasley Construction Co., Unknown location	Ironworker	1986

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Smith-Doyle Contractors, Inc. 1635 Wynne Rd. Cordova, TN 38016	Smith-Doyle Contractors, Inc., Unknown location	Ironworker	1986

Job Duties: Plaintiff is currently unable to recall the specifics of this employment.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Dywidag Systems International USA 320 Marmon Dr. Bolingbrook, IL 60440	Dywidag Systems International USA Unknown location	Ironworker	1987-1988

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
J J W Steel Ltd. 16181 Avenida San Miguel La Mirada, CA 90638	J J W Steel Ltd. Various locations in the Los Angeles, CA surrounding area	Ironworker	1987

Job Duties: Plaintiff performed rebar work.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Bay Steel Corp. 4086 Lincoln Blvd. Venice, CA 90292	Bay Steel Corp. Unknown location	Ironworker	1987

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Rebar Engineering, Inc. 10706 Painter Ave. Santa Fe Springs, CA 90670	Rebar Engineering, Inc. Unknown location	Ironworker	1987

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Vista Steel Co. 6100 A Francis Botello Rd. Goleta, CA 93117	Vista Steel Co. Unknown location	Ironworker	1987

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Continental-Hagen Corp. Box 5050	Continental-Hagen Corp. Unknown location	Ironworker	1987

Rosemead, CA 91770

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
J L Davidson Co., Inc. Box 719000 Santee, CA 92072	J L Davidson Co., Inc. Unknown location	Ironworker	1987

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Reinforcing Post-Tensioning Services, Inc. 215 York Place Claremont, CA 91711	Central Freeway Los Angeles, CA	Ironworker	1987-1988

Job Duties: Plaintiff recalls using stress cables on highway bridges.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Marvyn Graham Contractors, Inc. 631 N. Cypress La Habra, CA 90631	Highway 605 around Cerritos, CA	Ironworker	1988

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Raytheon Constructors, Inc. Box 8223 Philadelphia, PA 19101	Raytheon Constructors, Inc. Unknown location	Ironworker	1988

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
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VSL Corp.
Box 58277
Raleigh, NC 27658

VSL Corp.
Unknown location

Ironworker 1988

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Ball Ball & Brosamer, Inc. Box 1007 Danville, CA 94526	Ball Ball & Brosamer, Inc. Unknown location	Ironworker	1988

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Recon Steel Placers 15400 Sherman Way, #380 Van Nuys, CA 91406	Recon Steel Placers Unknown location	Ironworker	1988

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Systems Contracting Crop. Box 2118 El Dorado, AR 71731	El Dorado Chemical El Dorado, AR	Ironworker	1989

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
John W. Stinson Stinson Construction Co. 130 Shadow Lane El Dorado, AR 71730	Stinson Construction Co. Unknown location	Ironworker	1989

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Location of Exposure</u>	<u>Exposure</u>
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<u>Employer</u>	<u>Exposure</u>	<u>Job Title</u>	<u>Dates</u>
J. Christy Construction Co., Inc. 1333 Robert E. Lee St. El Dorado, AR 71730	Tosco Oil Refinery El Dorado, AR	Ironworker	1990-1994

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Systems Contracting Crop. Box 2118 El Dorado, AR 71731	Great Lakes Chemical El Dorado, CA	Ironworker	1995

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
City of El Dorado	City Hall El Dorado, AR Streets El Dorado, AR	Ironworker	1995-1996

Job Duties: Plaintiff's investigation and discovery are continuing.

Throughout plaintiff's career, plaintiff and others installed CHICAGO PUMP pumps. Plaintiff worked alongside other ironworkers, employed by UNION CARBIDE, who welded structures with 6010 welding rods and insulators from COLUMBIA PACIFIC INSULATION.

Plaintiff: JOHN GRAY

Plaintiff's injuries: Plaintiff was diagnosed with asbestos-related pleural disease on or about 11/10/2006, and Asbestosis on or about 11/10/2006. **Defendants:** Plaintiff contends that the asbestos-containing products to which he was or may have been exposed to were manufactured, supplied, distributed, installed and/or contracted for by Defendants. Plaintiff's exposure to asbestos occurred at the following times and places, and involved exposure to dust created by the contractors and the products of the entities listed below. The exposure includes, but is not limited, to the following presently known contractors and the manufacturers and distributors of asbestos-containing products:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
U. S. Navy	Naval Training Center Great Lakes, IL	Trainee	1968
	Naval Training Center Norfolk, VA	Trainee	1969
	Mare Island Naval Shipyard, Vallejo, CA	Trainee	1969
	<u>WHETSTONE</u> (LSD-27); Naval Repair Facility San Diego, CA (Repair Port)	Machinist-Mate	1970-1974
	<u>RANGER</u> (CVA-61); Hunters Point Naval Shipyard, San Francisco, CA (Repair Port); Naval Air Station Alameda, CA (Repair Port) Pearl Harbor Naval Shipyard, Honolulu, HI (Repair Port) Naval Repair Facility Subic Bay, Philippines (Repair Port)	Machinist-Mate	1970-1974

Job Duties: Plaintiff performed repair and maintenance of steam power plants on ships. Plaintiff performed his training at the following stations: Naval Training Center, Great Lakes, Illinois; Naval Training Center, Norfolk, Virginia and Mare Island Naval Shipyard, Vallejo, California. Plaintiff performed repair work on the WHETSTONE (LSD-27) while at port (Naval Repair Facility, San Diego, California). Plaintiff performed repair work on the RANGER (CVA-61) while at dry dock (Hunters Point Naval Shipyard, San Francisco, California), while at sea, and at the following ports: Hunters Point Naval Shipyard, San Francisco, California; Naval Air Station, Alameda, California; Pearl Harbor Naval Shipyard, Honolulu, Hawaii and the Naval Repair Facility, Subic Bay, Philippines. Plaintiff worked with boilers, heat exchangers, condensers, valves, pumps, turbines, generators, main engines, Oxygen/Nitrogen Plants, piping,

pressure valves, steam traps and pressure vessels. Plaintiff recalls disassembling and assembling boilers (type modified D). Plaintiff removed and replaced the insulation to make repairs to the boilers. Plaintiff recalls rebuilding and replacing valves. Plaintiff removed and replaced the packing when rebuilding CRANE CO. valves and VELAN valves. Plaintiff removed and replaced the insulation when making repairs to the heat exchangers (condensers). Plaintiff recalls removing and replacing the pumps. Plaintiff removed and replaced the packing and gaskets when making repairs to the pumps. Plaintiff recalls working with the steam turbines. Plaintiff removed and replaced the insulation when making repairs to the turbines. Plaintiff scraped off old gaskets and installed new gaskets before reassembling flanges. Plaintiff recalls making repairs to the steam-driven generators. Plaintiff removed and replaced the insulation, packing and gaskets when making repairs to the generators. Plaintiff recalls making repairs to the main engines. Plaintiff removed and replaced packing and gaskets when making repairs to the main engines. Plaintiff recalls making repairs to the Liquid Oxygen/ Liquid Nitrogen Plant. Plaintiff removed access panels to make repairs to the Liquid Oxygen/ Liquid Nitrogen Plant. Plaintiff removed, rebuilt and installed steam traps. Plaintiff installed FLEXITALLIC gaskets when rebuilding steam traps. Plaintiff recalls the following trades working near him: machinist mates and boiler tenders. Plaintiff recalls rebuilding CRANE CO. and VELAN valves. Plaintiff recalls the following manufacturers of asbestos-containing products: GARLOCK (gaskets), FLEXITALLIC (gaskets), DURABLA (gaskets), OWENS-CORNING (insulation), JOHNS-MANVILLE (insulation), JOHN CRANE (packing and gaskets). Plaintiff recalls having contact with asbestos-containing materials including but not limited to: asbestos insulating cement, asbestos cloth, asbestos tape, asbestos packing, asbestos lagging, insulation, insulation pads, asbestos pads, asbestos gaskets, gaskets, manhole gaskets, packing, and asbestos blankets. Plaintiff recalls the following supervisors: Charles Watson (address unknown); Al Vigue, Alameda, California; and Don Coulter (address unknown). Plaintiff recalls the following coworkers: Bill Hopson (deceased); Larry Schmitz, Wisconsin; Jim Johnson (address unknown).

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Department of Defense	Mare Island Naval Shipyard, Vallejo, CA	Marine Machinist	1974-1995
	Naval Air Station, Alameda, CA		
	Naval Submarine Base, Point Loma San Diego, CA		
	Naval Repair Facility 32 nd Street Annex		

San Diego, CA

Pearl Harbor Naval
Shipyards
Honolulu, Hawaii

Submarines
Cruisers
Aircraft Carriers

Marine
Machinist

1974-1995

Job Duties: Plaintiff recalls performing repair and maintenance of steam power plants. Plaintiff worked with heat exchangers, condensers, valves, pumps, turbines, generators, main engines, piping, reactors, steam generators, pressurizers, ion exchangers, main coolant pumps, main coolant stop valves, main coolant check valves, and ships' hulls and framing. Plaintiff recalls disassembling and assembling reactors on submarines. Plaintiff recalls working near insulators who were removing and replacing the insulation to make repairs to the reactors. Plaintiff rebuilt and replaced valves. Plaintiff removed and replaced packing when rebuilding valves. Plaintiff recalls working near insulators who were removing and replacing the insulation when making repairs to the heat exchangers (condensers). Plaintiff recalls removing and replacing pumps. Plaintiff removed and replaced packing and gaskets when making repairs to the pumps. Plaintiff recalls insulators working near him removing and replacing the insulation when making repairs to the steam pumps. Plaintiff recalls working with the steam turbines. Plaintiff removed and replaced gaskets while making repairs to the turbines. Plaintiff recalls working near insulators who were removing and replacing the insulation when making repairs to the turbines. Plaintiff recalls disassembling flanges to repair pipes. Plaintiff scraped off old gaskets and installed new gaskets before reassembling the flanges. Plaintiff recalls making repairs to the steam-driven generators. Plaintiff removed and replaced the packing and gaskets when making repairs to the generators. Plaintiff recalls working near insulators who were removing and replacing the insulation when making repairs to the generators. Plaintiff recalls making repairs to the main engines. Plaintiff removed and replaced packing and gaskets when making repairs to the main engines. Plaintiff used a wire brush or a power wire brush to remove old gaskets. Plaintiff recalls making repairs to the steam piping. Plaintiff removed and replaced the gaskets when making repairs to the piping. Plaintiff recalls insulators working near him removing and replacing the insulation when making repairs to the steam piping. Plaintiff recalls making repairs to pressure vessels. Plaintiff removed and replaced gaskets and packing when making repairs to pressure vessels. Plaintiff recalls insulators working near him removing and replacing the insulation when making repairs to the pressure vessels. Plaintiff recalls the following trades working near him: marine machinists, pipefitters, welders, insulators, shipfitters, riggers, electricians, ships force (sailors) and painters. Plaintiff recalls rebuilding CRANE CO. and VELAN valves. Plaintiff recalls the following manufacturers of asbestos-containing products: GARLOCK (gaskets), FLEXITALLIC (gaskets), DURABLE (gaskets), OWENS-CORNING (insulation), JOHNS-MANVILLE (insulation), JOHN CRANE (packing). Plaintiff recalls having contact with asbestos-containing materials including but not limited to: asbestos insulating cement, asbestos cloth, asbestos tape, asbestos packings, asbestos gaskets and

manhole gaskets, insulation, pipe insulation, insulation pads and hanger liners. Plaintiff recalls the following supervisor: Bob Gottschall, Napa, California. Plaintiff recalls the following coworkers: Bob Smith, Napa, California; Mike Lett, Vallejo, California; Charlie Smiley, Green Valley, California; Frank Balcena, Vallejo, California.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Unocal Refinery Rodeo, CA	Unocal Refinery Rodeo, CA	Operator	1996-1997

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Tosco Oil Refinery Rodeo, CA	Tosco Oil Refinery Rodeo, CA	Operator	1997-1999

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Ultramar Oil Refinery Martinez, CA	Ultramar Oil Refinery Martinez, CA	Inspector	1999-2001

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Volero Oil Refinery Martinez, CA	Tesoro Oil Refinery Martinez, CA	Inspector	2001-2002

Job Duties: Plaintiff's investigation and discovery are continuing.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Tesoro Oil Refinery	Tesoro Oil Refinery	Inspector	2002-present

Martinez, CA

Martinez, CA

Job Duties: Plaintiff's investigation and discovery are continuing.

Plaintiff: **ELMER PAROLINI**

Plaintiff's injuries: Plaintiff was diagnosed with asbestos-related pleural disease on or about 02/09/2007, Asbestosis and on or about 02/09/2007. Defendants: Plaintiff contends that the asbestos-containing products to which he was or may have been exposed to were manufactured, supplied, distributed, installed and/or contracted for by Defendants. Plaintiff's exposure to asbestos occurred at the following times and places, and involved exposure to dust created by the contractors and the products of the entities listed below. The exposure includes, but is not limited, to the following presently known contractors and the manufacturers and distributors of asbestos-containing products:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Puget Sound Naval Shipyard Bremerton, WA	Puget Sound Naval Shipyard Bremerton, WA	Joiner	May 1940-June 1944; June 1946- 1972

LEXINGTON (CV-16)

SARATOGA (CV-3)

TICONDEROGA (CV-14)

ESSEX (CV-9)

CORAL SEA (CVA-43)

ENTERPRISE (CV-6)

NEVADA (CV-6)

CALIFORNIA (BB-44)

UTAH (BB-31)

PROMETHEUS (AR-3)

MACKINAC (AVP-13)

MERRIMAC (MC-2617)

Job Duties: Plaintiff spent approximately seven years in the wood-working shop, but the majority of the remainder of his time at Puget Sound Naval Shipyard was spent working on ships.

Plaintiff spent his time in the wood-working shop in the lamination department. Plaintiff installed decking for the aircraft carriers. Plaintiff mixed powder with water to make a glue that he then put into the machines.

Plaintiff installed insulation on ships. Plaintiff cut the insulation with a knife or saw. Plaintiff worked with pre-mixed cement and applied the insulation. Plaintiff later shot studs into the bulkhead to affix the insulation. Plaintiff worked throughout the ship. Plaintiff spent much of his time in the engine rooms and firerooms, where there was a lot of asbestos insulation. Plaintiff recalls that as he walked throughout the ship, he was exposed to clouds of dust from insulation being placed on pipes.

Plaintiff also did some hull damping. Plaintiff installed rubber sheets to the hull with glue. Plaintiff placed INSULITE on the hulls. Plaintiff cut the product with a knife.

Plaintiff recalls working in close proximity to the following trades: welders who were using asbestos cloth and asbestos blankets; insulators who were installing asbestos-containing insulation; sheet metal workers who shot studs into metal and disturbed existing fireproofing; electricians who laid conduit and disturbed existing fireproofing; boilermakers who replaced refractory material; and laborers who were sweeping debris.

Plaintiff recalls that all employees were employed by Puget Sound Naval Shipyard.

Plaintiff recalls the following supervisors: Jack Turner, deceased; Robert Dickson, deceased; Martin Landon, deceased; William Freiling, deceased; Robert Roman, deceased; Richard Carlson, deceased; Charles Peterson, deceased; Ralph Whitney, deceased; George Oakland, deceased; Russ Parkins, deceased. Plaintiff recalls the following coworker: Jack Morgan, deceased.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
United States Marine Corps	Camp Pendleton, Oceanside, CA (1 year, 3 months)	Private First Class	June 1944-June 1946
	Tsing-Tao, China (9 or 10		

months)

Job Duties: Plaintiff engaged in training exercises and advanced infantry training. Plaintiff built huts. Plaintiff performed general labor work.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Aladdin Hotel Las Vegas, NV	Aladdin Hotel Las Vegas, NV	Truck Driver	1973-1983

Job Duties: Plaintiff drove a truck and delivered supplies. Plaintiff assisted during the renovation of the hotel. Plaintiff took discarded remodel materials, including drywall debris, to the dump. Plaintiff currently contends he was exposed to asbestos

Plaintiff: **WAYNE DUFALT**

Plaintiff's injuries: Plaintiff was diagnosed with Asbestosis on or about 06/20/2006.

Defendants: Plaintiff contends that the asbestos-containing products to which he was or may have been exposed to were manufactured, supplied, distributed, installed and/or contracted for by Defendants. Plaintiff's exposure to asbestos occurred at the following times and places, and involved exposure to dust created by the contractors and the products of the entities listed below. The exposure includes, but is not limited, to the following presently known contractors and the manufacturers and distributors of asbestos-containing products:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
David Clark Worcester, MA	David Clark Worcester, MA	Molder	1967-1969

Job Duties: Plaintiff manufactured rubber moldings for astronaut suits.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Air Force	US Air Force Lackland Air Force Base San Antonio, TX	Trainee	3/1969-5/1969
	US Air Force Chanute Air Force Base	Aircraft Mechanic	5/1969-9/1969

Rantoul, IL

US Air Force	10/1969-10/1971
Westover Air Force Base	
Chicopee, MA	

US Air Force	10/1971-10/1972
Utapao Air Force Base	
Thailand	

US Air Force	12/1972-7/1975
Travis Air Force Base	
Fairfield, CA	

Job Duties: Plaintiff recalls inspecting aircraft for damage. Plaintiff fueled and de-fueled aircraft. Plaintiff removed and replaced all worn parts on aircraft. Plaintiff recalls assisting mechanics with brake and tire repairs. Plaintiff inspected and repaired engines. Plaintiff recalls that the engine cowlings, which contained asbestos, were often damaged. Plaintiff recalls that there were firewalls on the engine cowlings. Plaintiff recalls that gaskets fell off when the engine cowlings were opened. Plaintiff recalls performing repairs on the following aircraft: BOEING B-52 (PRATT & WHITNEY engines), LOCKHEED C-141 (PRATT & WHITNEY engines) and C-5 (GENERAL ELECTRIC engines and ROLLS ROYCE engines), BOEING KC-135 (PRATT & WHITNEY engines). Plaintiff recalls working in close proximity to mechanics who were performing brake repairs.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Department of Defense	Mare Island Naval Shipyard, Vallejo, CA	Marine Machinist	1975-1980; 1984-1995

BARB (SSN-596)BARBEL (SS-580)CALIFORNIA (CGN-36)CARL VINSON (CVN-70)DOLPHIN (AGSS-555)ENTERPRISE (CVAN-65)FLASHER (SSN-613)

GUARDFISH (SSN-612)GUITARRO (SSN-665)HOUSTON (SSN-713)NAUTILUS (SSN-571)PERMIT (SSN-594)PINTADO (SS-672)SEAWOLF (SSN-575)SWORDFISH (SSN-579)WASHINGTON (BB-56)

Mare Island Naval
Shipyard, Vallejo, CA,
Shop #29

1994-1995

Job Duties: Plaintiff recalls working aboard older ships and subs while they were being refurbished. Plaintiff recalls tearing out equipment as other trades installed new equipment including electrical boxes and pumps. Plaintiff recalls removing and replacing piping, pumps and panels. Plaintiff recalls having to scrape off and replace pump gaskets. Plaintiff recalls packing valves, pumps and gaskets. Plaintiff recalls using GARLOCK gaskets. Plaintiff recalls manufacturing new parts on lathes and mills. Plaintiff worked in close proximity to pipefitters, welders, electricians, boilermakers. Plaintiff recalls the following supervisors: Marcel Brocher, address unknown; William Scheiler, address unknown; Calvin Wilborn, c/o Brayton♦Purcell. Plaintiff recalls the following co-workers: John Menard, c/o Brayton♦Purcell; Ben Abcoili, Hercules, California; David Beard, Vallejo, California; Paul Koeller, Sonoma, California; John Chipchase, Sonoma, California; John Colliflower, Vacaville, California.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Wyman Gordan Co. Worcester, MA	Wyman Gordan Co. unknown machine shop Worcester, MA	Machinist	1980-1983

Job Duties: Plaintiff machined parts from raw materials on vertical turret lathes. Plaintiff recalls the following supervisor: Frank Piscatelli, address unknown.

Plaintiff: **JESSE BEVERLY, JR.**

Plaintiff's injuries: Plaintiff was diagnosed with asbestos-related pleural disease on or about 06/29/2006, and Asbestosis on or about 06/29/2006. Defendants: Plaintiff contends that the asbestos-containing products to which he was or may have been exposed to were manufactured, supplied, distributed, installed and/or contracted for by Defendants. Plaintiff's exposure to asbestos occurred at the following times and places, and involved exposure to dust created by the contractors and the products of the entities listed below. The exposure includes, but is not limited, to the following presently known contractors and the manufacturers and distributors of asbestos-containing products:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Training Center San Diego, CA	Trainee	1/12/1955-4/1955

Job Duties: Plaintiff completed six weeks of basic training at Naval Training Center in San Diego, California.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Air Station North Island San Diego, CA	Aircraft Mechanic	5/1955-1/1956
	<u>USS POINT CRUZ</u> (CVE-119)		8/1955-1/1956

Job Duties: For the first 90 days, plaintiff performed kitchen patrol duties that included cleaning. Afterwards, plaintiff repaired various parts of GRUMMAN S2F Tracker aircraft (WRIGHT engines) as an aircraft mechanic. Plaintiff also repaired and overhauled 1825 propeller engines. Plaintiff replaced brakes and clutches. Plaintiff removed ARMSTRONG gaskets and engine cowlings. Plaintiff performed the same mechanical work on GRUMMAN S2F Tracker aircraft (WRIGHT engines) on board POINT CRUZ. Plaintiff recalls asbestos insulated pipes throughout POINT CRUZ including his sleeping quarters. Plaintiff would pass through boiler rooms.

Location of

Exposure

<u>Employer</u>	<u>Exposure</u>	<u>Job Title</u>	<u>Dates</u>
US Navy	Naval Air Station Miramar, CA	Aircraft Mechanic	1/1956-8/1957
	<u>USS HORNET</u> (CVA-12)		1/1957-8/1957

Job Duties: Plaintiff performed the same duties of an aircraft mechanic as described above for Naval Air Station, North Island, San Diego, California, and on POINT CRUZ. Plaintiff performed mechanical work on NORTH AMERICAN FJ Fury and FJ-B Fury aircraft (WRIGHT engines). Plaintiff removed engine cowlings, replaced gaskets, and replaced brakes. Plaintiff recalls asbestos insulated pipes throughout the HORNET. Plaintiff would pass through the boiler rooms. One time, plaintiff was required to clean up the OWENS-ILLINOIS insulation in the boiler room. Plaintiff recalls seeing the OWENS-ILLINOIS name on the insulated pipes.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Air Station El Centro, CA	Aircraft Mechanic	9/1957-1/1959

Job Duties: Plaintiff performed the same duties of an aircraft mechanic as described above for Naval Air Station, North Island, San Diego, California, and on POINT CRUZ. Plaintiff worked on the following aircraft: VOUGHT LTV F-8 Crusader (PRATT & WHITNEY engines), NORTH AMERICAN FJ Fury (WRIGHT engines), MCDONNELL F3H Demon (ALLISON engines), MCDONNELL F3-8 Phantom (ALLISON engines), GRUMMAN F9F (PRATT & WHITNEY engines), VOUGHT F-7U Cutlass (WESTINGHOUSE engines), DOUGLAS A4D Skyhawk (WRIGHT J654B engines), DOUGLAS A-3 Skywarrior (PRATT & WHITNEY engines), NORTH AMERICAN AJ Savage (PRATT & WHITNEY J33 engines), and BEECH SNB Navigator (PRATT & WHITNEY engines). Plaintiff worked on engine cowlings, replaced gaskets, and replaced brakes. Plaintiff recalls co-worker Leon Coats, address currently unknown.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	<u>USS RANDOLPH</u> (CV-15)	Aircraft Mechanic	2/1959-12/1960

Job Duties: Plaintiff scraped and painted the deck. Plaintiff pushed aircraft on the top and bottom decks. Plaintiff pushed aircraft to storage and mechanic areas where other mechanics performed mechanical work near him. Plaintiff recalls the other mechanics replacing clutches, gaskets, brakes, and repairing engines on GRUMMAN S2F Tracker aircraft (WRIGHT engines). Plaintiff recalls others working on the engines of SIKORSKY helicopters. Plaintiff was in close

proximity to welders welding with welding rods on the pipes to repair leaks. Plaintiff slept on the top bunk and recalls asbestos insulated steam pipelines above his head. Plaintiff would pass through boiler rooms.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Air Station Oceana Virginia Beach, VA	Aircraft Mechanic	12/1960-2/1963

Job Duties: Plaintiff performed the same duties of an aircraft mechanic as described above for Naval Air Station, North Island, San Diego, California, and on board POINT CRUZ. Plaintiff worked on DOUGLAS A-3 Skywarrior (PRATT & WHITNEY engines). Plaintiff worked on engine cowlings, replaced gaskets, and replaced brakes.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	<u>USS PINE ISLAND</u> (AV-12)	Coxswain	3/1963-2/1966

Job Duties: Plaintiff drove small boats. Plaintiff laid runway and set warning signals in the bay for MARTIN P5M Marlin (WRIGHT engines). Plaintiff recalls there were asbestos insulated pipes throughout the ship, including in the sleeping quarters. Plaintiff recalls others using ATLAS TURNER pipecovering on the pipes. Plaintiff passed through boiler rooms.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Air Station Miramar, CA	Aircraft Mechanic (E-4)	6/1966-9/1966

Job Duties: Plaintiff was part of V126. Plaintiff serviced and readied DOUGLAS A-4 Skyhawk aircraft (WRIGHT engines) for flights. Plaintiff also took off the tails and cleaned the inside area. Plaintiff disturbed UNIBESTOS insulation on the pipes and soundproof areas that were fire retardant. Plaintiff recalls co-worker Brodis (first name unknown), address currently unknown.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
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US Navy	Naval Air Station Miramar, CA	Aircraft Mechanic	9/1966-8/1969
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Job Duties: Plaintiff was part of V124. Plaintiff serviced and readied VOUGHT LTV F-8 Crusader aircraft (PRATT & WHITNEY engines) for flights. Plaintiff took off the tails and cleaned the inside area. Plaintiff disturbed UNIBESTOS insulation on the pipes and soundproof areas that were fire retardant. Plaintiff took apart jet engines to be overhauled. Plaintiff replaced gaskets and brakes. Plaintiff used UNIBESTOS insulation and ARMSTRONG insulation on the pipes and wires for fire retardant purposes. Plaintiff repaired firewalls by performing patch up work. Plaintiff worked on engine cowlings. Plaintiff recalls co-worker Brodis (first name unknown), address currently unknown.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Air Technical Training Center, Jet Engine Mechanic School, Memphis, TN	Aircraft Mechanic (Student)	9/1969-11/1969

Job Duties: Plaintiff attended more training.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Navy	Naval Air Station Miramar, CA	Aircraft Mechanic (supervisor)	11/1969-6/1974

USS HANCOCK
(CVA-19)

Job Duties: Plaintiff performed the same duties as described above for Naval Air Station, Miramar, California, from September 1966 to August 1969. Plaintiff performed mechanical work on MCDONNELL-DOUGLAS F-4 Phantom II (GENERAL ELECTRIC engines). Plaintiff recalls BOEING supplied the gaskets he replaced with. When on board the HANCOCK, plaintiff performed the same mechanical duties on VOUGHT LTV F-8 Crusader aircrafts (PRATT & WHITNEY engines).

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
National Steel &	National Steel &	Welder	8/1974-8/1981

Shipbuilding Company Shipbuilding,
San Diego, CA

Job Duties: Plaintiff pre-fabricated compartment walls in the shop and then went on board during new construction of ships to install them. Plaintiff welded steel and galvanized pipes. Plaintiff used LINCOLN welding machine and LINCOLN 6011 welding rods. Plaintiff worked alongside other welders.

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
US Department of Defense	Naval Air Station North Island San Diego, CA	Aircraft Mechanic	8/1981-present

Job Duties: Plaintiff repaired, overhauled, and modified GENERAL ELECTRIC turbine rotor LM 2500 engines. Plaintiff replaced gaskets and clamps. Plaintiff periodically wore 3M paper masks. Plaintiff worked on aircraft engines of various vintages. Plaintiff recalls some were Vietnam War era and some were more recent. Plaintiff recalls the following former supervisors: Donald Flowers, c/o Brayton♦Purcell LLP; Gene Ayre, Lemon Grove, California; and Dave O'Grommon, address currently unknown. Plaintiff recalls the following co-workers: Steve Roberts, San Diego, California; and Buck Gonzalez, San Diego, California.

Throughout plaintiff's career, he worked with CUTLER-HAMMER electrical wires with a minimum of 420 volts, and removed and installed whole control panels. Plaintiff recalls GOODYEAR brake pads being used in the late 1960's to early 1970's. Plaintiff used the following products manufactured/supplied by BF GOODRICH: brakes and gaskets.